



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
HSE000101

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/11/2010				

BID OPENING DATE: **02/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS AND CLARIFY THE ORIGINAL REQUEST FOR PROPOSAL SPECIFICATIONS, PER THE ATTACHED DOCUMENTATION.						
NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.						
0001	1	LS		961-20		
				MODELLING & SIMULATION CAPABILITY		
***** THIS IS THE END OF RFQ HSE000101 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE	
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

HSE000101 ADDENDUM #1

1Q.	What data model will be used?
1A.	WV DMAPS expects the vendor to provide their recommended solution in their response to this RFP.
2Q.	Does the data model accommodate all the data identified in section 3.2.1?
2A.	No. WV DMAPS will not provide a data model that accommodates all the data identified in section 3.2.1.
3Q.	May we have a necessary three-week extension for response understanding that the delivery dates may not be altered?
3A.	The bid opening date and time will remain as stated in the RFP.
4Q.	Please specify what would constitute the required soft match contribution, for example, no-cost software licenses, benefit of CATEVAC staff and technology investments to date, etc., and identify the documentation necessary to describe and prove such as contribution to meet your RCPGP grant needs from our RFP response.
4A.	In-kind Match (soft) means contributions of the reasonable value of property or services in lieu of cash which benefit a federally assisted project or program. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225 are allowable.
5Q.	Please clarify the statement that the vendor passes all rights to the developed software to WV as it relates to pre-existing GOTS or COTS software not created during the execution of this project.
5A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
6Q.	Please clarify the statement that “the vendor will transfer to the State of West Virginia all rights to this software. The federal Government and the partner states will have free licensing access to the software. Does this pertain to all components of the delivered tool?
6A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
7Q.	Please clarify the statement “the vendor will grant the State a non-exclusive, royalty-free, perpetual license to use, modify, sell and otherwise distribute all pre-existing materials that are incorporated in any custom-developed tool.
7A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed

	under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
8Q.	Can the proposers receive the price quotes for the ESRI statewide contract?
8A.	Information for the statewide ESRI contract may be obtained by contacting the buyer listed under Section 1.4 of the RFP.
9Q.	Will the state provide bidding vendors with information on the version of VMWare in use or it intends to use?
9A.	The State is currently running VMWare version 3.5 in production and will be upgrading to version 4 this month. We are currently running version 4 on the development server. Generally the WVOT uses industry current versions of software and operating systems.
10Q.	Will the state provide bidding vendors with information on the format of the data sets the vendor is expected to integrate into the modeling and simulation tool?
10A.	Vendors should offer a flexible solution to accept the minimum data set provided by the State to the winning vendor.
11Q.	Will the state provide the bidding vendors with information on the format of the live data feeds the vendor is expected to integrate into the modeling and simulation tool?
11A.	Vendors should offer a flexible solution to accept the minimum data set provided by the State to the winning vendor.
12Q.	Will the state provide the data to be used for the vendor demonstration required as a part of the application process?
12A.	No, vendors will demonstrate their solution, or components of their solution, without the assistance of the DMAPS.
13Q.	How is the state expecting the vendor to identify the previous investments from DHS, FEMA and the States? (3.1 – 11)
13A.	Vendors should clearly describe their approach to the Scope of Work in their proposals. This should detail which components of the M&S Capability (i.e. presentation, consequence management, and/or data layers) will be created by the vendor and which ones will simply integrate existing government owned solutions.
14Q.	Does the state have a system in place for simulation playback? (3.1 -17)
14A.	No.
15Q.	The RFP requires "DODAF Products", which DODAF views are required? Is there some reason that DHS PSAF views are not being used?
15A.	The minimum set of DODAF products is listed in Section 3.1 (14) of the RFP. The intent is for the winning vendor to deliver a reference model to organize the enterprise architecture and systems architecture into complementary and consistent views. Other architecture frameworks can be proposed.

16Q.	What is meant by "account for" in the consequence layer specifications? In particular "account for policy, plans and procedures?"
16A.	The vendor must incorporate inputs and constraints that will drive decisions during a catastrophic event in the National Capital Region.
17Q.	Section 3.2.8 states "The Vendor will grant the State a non-exclusive, royalty free, perpetual license to use, modify, sell and otherwise distribute all pre-existing materials that are incorporated in any custom-developed Deliverable. This condition would prevent the vendor from using any COTS software (ESRI, Microsoft, or Vendor owned software) within any deliverable that the vendor cannot grant a non-exclusive, royalty-free, perpetual licensee. Is this the intent of the statement? Would the incorporation of COTS products into the deliverables whose use would significantly increase the value of the final Deliverable be acceptable to the State.
17A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
18Q.	Section 3.2.7 of the referenced RFQ includes a milestone for delivery of source code. Is the scope of source code delivered limited to the code custom code developed specifically for this project? Would the State consider escrow arrangements for other code used by the Vendor from 3 rd Party or its internal COTS products?
18A.	The vendor will provide all custom source code required to fully operate the final M&S capability. Yes, the state will consider escrow arrangements.
19Q.	The referenced RFQ requires a soft match of funds, could the State provide a copy or a link to the applicable soft-match guidance?
19A.	In-kind Match (soft) means contributions of the reasonable value of property or services in lieu of cash which benefit a federally assisted project or program. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225 are allowable.
20Q.	Section 1.2 states "This application will be integrated with a data layer and presentation layer" Can you provide guidance on who may undertake this integration, whether it will be through a future RFP, and confirm the integration is not part of this RFQ scope?
20A.	The vendor solution will provide M&S capabilities as outlined in the RFQ to include integration of data and presentation layers utilizing previous investments by DHS, FEMA, and the States whenever possible. It is unknown whether future efforts will be procured through a future RFP or undertaken directly by the State.
21Q.	Section 1.2 states "The prototype delivered from this project will serve as the baseline for future efforts." Will these future efforts be procured through a future RFP or undertaken directly by the State?

21A.	It is unknown whether future efforts will be procured through a future RFP or undertaken directly by the State.
22Q.	Section 2.2 (Page 13 of 30) provides information on purchasing ESRI software at the State negotiated rate. However, if the Presentation layer is not part of the scope for this effort, why do we need to purchase the ESRI software?
22A.	The vendor solution will provide M&S capabilities as outlined in the RFP to include integration of data and presentation layers utilizing previous investments by DHS, FEMA, and the States whenever possible. The State encourages the vendors to propose their recommended solutions.
23Q.	Section 3.2.7 Milestones and Deliverables shows deliver of Source Code for M&S capability. In Section 3.2.8, it states that the Vendor will retain ownership of tools etc, plus pre-existing shells, subroutines etc in any custom deliverables. We assume therefore that the only source we would provide is anything above the vendor owned materials. Please confirm this is correct or clarify your intent for the Vendor owned materials?
23A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
24Q.	Section 3.2.8 states that the Federal Government will have free licensing access to this software. Would you please clarify if this is just for part of the Federal Government, such as FEMA or all of the US Federal Government? Is customer's intent regarding IP similar to DFARS 252.227-19 Commercial Computer Software- Restricted Rights?
24A.	It is the intent of the State to limit recurring costs for West Virginia, RCPGP participants, and FEMA. The State does not expect to pay additional fees for ongoing use of products developed under this RFP and desires to minimize costs of any previously developed components. Vendors must clearly specify in their Technical Response all previously developed components, their associated fee structure, and any restrictions on the terms and conditions of use. This RFP seeks to achieve a best value solution and will evaluate all proposals based on the total cost of ownership.
25Q.	Can you clarify the extent to which the underlying resource, sensor, and related data is within or outside the scope of work? At the pre-bid conference it was stated that collection was out of scope, that the creation of a NIMS compliant database was out of scope, and that we need only be concerned with the ingestion of the data via UICDS. i) How does that change section 3.2.2 which speaks of the requirement to develop a NIMS compliant statewide database of key incident resources, maintain secure access to it, etc.? Can that be clarified or declared to be out of scope? ii) Have the sources of data been integrated with UICDS already with the information available as UICDS work products now? If not, is the development of necessary adapters for each and integration with UICDS within or outside of scope? iii) Can you characterize the number and type of data sources available for use in this effort?
25A.	Vendors should offer a flexible solution to accept the minimum data set provided by the State to the winning vendor. The sources of data have not been integrated with UCIDS; therefore

	development of necessary adapters and integration with UICDS is within scope of this effort. The specific number and type of data sources has not been fully identified. WV DMAPS will work with the winning vendor to ensure that the four mandatory resources identified in section 3.1.5 are addressed.
26Q.	Please confirm that we are not required to provide any hardware aside from the provision of two laptops, and that any necessary server hardware and facilities will be provided by the State?
26A.	That is correct.

Clarifications:

Under Section 4.3, Evaluation Criteria, the following shall replace (a) Technical Approach Factor - (5) Oral Presentations

(5) Oral Presentations: Once the evaluation committee completes its review and evaluation of the technical proposals and determines the 2 to 4 top scoring vendors that meet all mandatory requirements, these finalists will be invited to demonstrate their solutions to the evaluation committee on **Thursday March 11, 2010**. Time and location will be provided to the finalists.

Upon completion of Oral Presentations, the Evaluation Board will come to consensus on the technical approach final point values and provide their recommendation and scoring to the Purchasing Division.

The Purchasing Division will evaluate and score the cost proposals and make an award based on best overall (i.e., best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to evaluation factors.

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Raytheon</u> Rep: <u>Edmund Cetaldo</u> Email Address: <u>Cetaldo@raytheon.com</u>	<u>1847 W Main Rd</u> <u>Portsmouth RI 02871</u>	PHONE <u>401 842 4799</u> TOLL FREE FAX <u>401 842 5265</u>
Company: <u>RAYTHEON</u> Rep: <u>JAMES CARNEY</u> Email Address: <u>JAMES_P_CARNEY@RAYTH.COM</u>	<u>350 Lowell ST</u> <u>ANDOVER, MA 01810</u>	PHONE <u>978-407-7246</u> TOLL FREE FAX <u>978 684-5327</u>
Company: <u>Conqgar Software</u> Rep: <u>Nolan Sasson</u> Email Address: <u>MBASSON@ConqgarSoftware.com</u>	<u>7600 B Leesburg Pike</u> <u>Suite 105</u> <u>Falls Church VA 22043</u>	PHONE <u>703-506-1700x106</u> TOLL FREE FAX <u>703-506-8010</u>
Company: <u>Information Research Corp</u> Rep: <u>Robert Wenzel</u> Email Address: <u>bwenzel@IRESEARCH.com</u>	<u>15 Gadsden Plaza</u> <u>Wesley, WV 26452</u>	PHONE <u>304-368-1002</u> TOLL FREE FAX <u>304-368-0999</u>
Company: <u>MATRIC</u> Rep: <u>Vic Baker</u> Email Address: <u>Vic.baker@matricresearch.com</u>	<u>955 Hartman Run Road</u> <u>Suite 126</u> <u>Morgantown WV 26505</u>	PHONE <u>304 216 5095</u> TOLL FREE <u>800-611-2296 x 909</u> FAX

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TELEPHONE & FAX NUMBERS

Company: AZIMUTH, INC 3741 MORGANTOWN INDUSTRIAL PK

Rep: JOE BELT MORGANTOWN, WV

Email Address: JOE@AZIMUTHINC.COM 26501

Company: AZIMUTH, Inc 3741 MORGANTOWN INDUSTRIAL PK

Rep: JOSEPH HOIST MORGANTOWN WV 26501

Email Address: Jhoist@azimuthinc.com

Company: SAIC 67 Belt Rd

Rep: Brad Sklarin Frederick, PA 16344

Email Address: en/worl@windsfree.com Not

Company: PRIORITY S Holdings, Inc 241 18th St. 584

Rep: Joe Kamenner Arlington, VA 22201

Email Address: joe@prioritys.com

Company: SAIC 1710 SAIC DRIV

Rep: William Samuels Mehan, VA 22102

Email Address: Samuels@scale.com

PHONE 304-292-3200

TOLL FREE

FAX 304-292-0823

PHONE 304-292-3700

TOLL FREE

FAX 304-292-0873

PHONE (704) 815 5014

TOLL FREE

FAX

PHONE 617-838-7344

TOLL FREE

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Company:	Raytheon	1847 W Main Rd	PHONE 401 842 4799 TOLL FREE
Rep:	Edmund Cataldo	Portsmouth RI 02871	FAX 401 842 5265
Email Address:	Cataldo@raytheon.com		PHONE 978-407-7246 TOLL FREE
Company:	RAYTHEON	350 Lowell ST	PHONE 978-407-7246 TOLL FREE
Rep:	JAMES CARNEY	ANDOVER, MA 01810	FAX 978 684-5327
Email Address:	JAMES_CARNEY@RAYTHEON.COM		PHONE 783-506-1700x106 TOLL FREE
Company:	Cougour Software	7600 B LEBESBURG PIKE	PHONE 783-506-1700x106 TOLL FREE
Rep:	Melvin Sassoon	Suite 105	FAX 783-506-8010
Email Address:	MBSASSOON@COUGOURSOFTWARE.COM	Falls Church VA 22043	PHONE 304-368-1002 TOLL FREE
Company:	Information Research Company	15 Gadsden Plaza	PHONE 304-368-1002 TOLL FREE
Rep:	Robert Wenzel	Wesley, WV 26452	FAX 304-368-0999
Email Address:	bwenzel@IRCOMP.com		PHONE 304 216 5095 TOLL FREE 800-611-2296 x 909
Company:	MATRIC	955 Hartman Run Road	PHONE 304 216 5095 TOLL FREE 800-611-2296 x 909
Rep:	Vic Baker	Suite 126	PHONE 304 216 5095 TOLL FREE 800-611-2296 x 909
Email Address:	Vic.baker@matricresearch.com	Morgantown WV 26505	FAX

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 TOLL FREE

Rep: JDE BELT MORGANTOWN, WV 26501 PHONE 304-292-0823
 TOLL FREE FAX

Email Address: JDE@AZIMUTHINC.COM PHONE 304-292-3700
 TOLL FREE

Company: AZIMUTH, INC 3741 MORGANTOWN INDUSTRIAL PHONE 304-292-3700
 TOLL FREE

Rep: JOSEPH HOIST MORGANTOWN WV 26501 PHONE 304-292-0878
 TOLL FREE FAX

Email Address: Joseph@azimuthinc.com PHONE 704-78155014
 TOLL FREE

Company: SAIC 67 Belt Rd PHONE 704-78155014
 TOLL FREE

Rep: Brad S/wain Fredenici PA 16644 PHONE 704-78155014
 TOLL FREE

Email Address: en/well@swainfirm.com PHONE 617-838-7344
 TOLL FREE

Company: PRIORITY S Holdings, Inc 241 18th St S. 504 PHONE 617-838-7344
 TOLL FREE

Rep: Joe Kaimmerman Arlington, VA 22201 PHONE 617-838-7344
 TOLL FREE

Email Address: joe@prioritys.com PHONE 403 676 8043
 TOLL FREE

Company: SAIC 1710 SAIC DRIVE PHONE 403 676 8043
 TOLL FREE

Rep: William Samuels NEBOAN, VA 22102 PHONE 403 676 8043
 TOLL FREE FAX

Email Address: Samuels@saic.com PHONE 403 676 5009
 TOLL FREE FAX

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Company:	MATRIC	955 Hartman Run Rd, Suite 114		PHONE	304-657-0956
Rep:	Mark Dehlin	Morgantown WV 26505		TOLL FREE	800-611-2296 X802
Email Address:	mark.dehlin@matricresearch.com			FAX	304-291-2143
Company:	DMT	3918 MacCorle Ave		PHONE	304-925-6372
Rep:	Debra Rehner / John Skaff	Lmaeston WV 26304		TOLL FREE	
Email Address:	drohner@digitalmanagement.com			FAX	304 925 6672
Company:	Digital Management Inc	3918 Mc Corle Ave SE		PHONE	304 925-6372
Rep:	John Skaff	Chaeleston, WV 25304		TOLL FREE	
Email Address:	jskaff@digitalmanagement.com			FAX	304-925-6572
Company:	Michael Baker Jr. Inc.			PHONE	703.282-7906
Rep:	Ken Zakluciewicz			TOLL FREE	
Email Address:	kzakluciewicz@mbakercorp.com			FAX	703 960 0345
Company:	State of WV - OT	321 Cap. St		PHONE	504 558 8107
Rep:	OT	Char WV 25301		TOLL FREE	
Email Address:	jim.a.richards@wv.gov			FAX	

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Rep:	Bill Dumlup	Pittsburgh PA 15237-2322		TOLL FREE	
Email Address:	bdumlup@knowledge-center.com			FAX 412 630 8430	
Company:	Raytheon	50 Apple Hill Dr		PHONE 978 858 1786	
Rep:	DAVID HUDEK	Tewksbury, MA 01876		TOLL FREE	
Email Address:	david-j-hudek@raytheon.com			FAX 978 858 1461	
Company:	Michael Baker Jr, Inc	5088 W. WASHINGTON ST,		PHONE 304-769-2119	
Rep:	MOHIUDDIN SHAIK	CHARLESTON, WV - 25313		TOLL FREE	
Email Address:	mshaik@mbacker.com			FAX 304-769-0822	
Company:	Michael Baker Jr Inc	5088 W WASHINGTON ST		PHONE 703 857 7333	
Rep:	Drew Jain	CHARLESTON, WV 25313		TOLL FREE	
Email Address:	DJAIN@MBAKERCORP.COM			FAX 304-769-0822	
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	